

**TOWN OF LA POINTE
JOINT SESSION WITH THE BAYFIELD SCHOOL DISTRICT
MINUTES
THURSDAY, NOVEMBER 12, 2009
At 5:15 At the Bayfield High School Library**

Called to order at 5:15 PM by Bob Nelson of the BSD

Present for the Town: Beth Fischlowitz & Greg Nelson

No quorum is present for the Town.

The Town has previously authorized by motion to have Greg Nelson, Town Chair, negotiate for the Town.

Bob Nelson welcomed everyone and stated that there are two issues of concern for the School District:

- 1.) liability
- 2.) the language of #2.D. concerning payment of overages on maintenance and repairs.

Don Jeffords inquired as to a "waiver" of some kind. He asked Gary Russell about issues relating to Coast Guard inspections. He stated that he is concerned with the safety of students & adults. Gary Russell responded that the windsled runs on ice only: the Coast Guard has no jurisdiction. Most boats leak a little, but that's why they have bilge pumps.

Don Jeffords asked if there is some kind of flotation so that the windsled will not sink.

Arnie Nelson responded that is no immediate danger of the windsled sinking, that the windsled is made to come up out of water. Furthermore, that is the job he (Nelson) has been given (according to him): making sure that the windsleds are safe. He further stated that the 'sleds are not made to be run in water and they are not run in water.

Jeffords reiterated his desire to have something that floats.

Arnie Nelson responded that there is time to walk away if the 'sled goes in.

Bob Nelson stated that as the School Board President he is not willing to risk the personal liability attached to any windsled mishaps.

Gary Russell inquired as to how the School District intended to run its own windsled and avoid the issue of liability. Windsleds, Inc. has drivers who are experienced. Russell further stated that the risk attached to having a new driver is far greater.

Bob Nelson repeated his request for Coast Guard inspections of the windsleds annually.

Gary Russell repeated that the Coast Guard has no jurisdiction.

Bob Nelson stated that school buses have inspections.

Gary Russell reiterated that windsleds are neither vehicles nor boats.

Arnie Nelson repeated that the people who are driving the windsleds know more about them than anyone else does.

Greg Nelson asked if the Coast Guard would be inspecting the Suburbans that the School District had mentioned using on the ice road and reminded the Board that it's Island children being discussed.

Rocky Tribovich stated that the compliance is the fact that it is not a water-borne vessel. The question is will it float for a period of time, and the answer is yes. Is the windsled insurable? The answer is yes. It would have been flagged by the insurance company a long time ago if it wasn't. Arnie Nelson stated that Windsleds, Inc. has back-up systems in place which the District would not have.

Don Jeffords explained that his intent in suggested that someone from the District learn to drive the windsled was to have someone trained on board in the event something happens to Arnie or Ronnie while they're driving. He apologized for any confusion over this matter.

Greg Nelson explained that the town didn't realize previously that that was his intent.

Linda Kunelius reviewed three points:

- 1.) That Windsleds, Inc. uses experienced operators and managers.
- 2.) That no Coast Guard regulations exist for the inspection of windsleds.

3.) That the windsleds that are owned by the Town of La Pointe and operated by Windsleds, Inc. are insurable.

and asks if there is consensus regarding these points.

No dissent was raised.

Regarding Item #2D. Bob Nelson still feels like the language suggested by the Town is too vague and feels like the School District has no real oversight. He would like to have the right of refusal regarding paying for maintenance and repairs.

Rocky Tribovich expressed his concern over the language. He fears that damage to the windsled could occur in a situation that does not include school children. The Bayfield School District would not want to pay for damages incurred during an ice rescue training class. He further stated that the District wants as much advance notice as possible on planned repairs.

Greg Nelson responded that this is reasonable, but that if the need for repair is immediate, someone has to make the judgment call. There could be a group that looks into long-term emergencies, but a meeting to discuss an emergency seems unnecessarily cumbersome.

Linda Kunelius recognized the need for emergency action and stated that the purpose of the \$3000 identified in 2.D. of the Collaborative Agreement is there for the purpose of meeting emergency contingencies. The Bayfield School District Board wants the right of refusal.

Deb Knopf proposed the following language to be added to the end of 2.D.:

If during the windsled season, catastrophic equipment failure occurs, the Bayfield School District, the Town of La Pointe, and the Madeline Island Ferry Line will be responsibility for one-third each of such expenses up to \$3000 each annually. If the cost exceeds \$3000 each, all parties shall come together to discuss and/or approve any additional expenses, with each party having the right of refusal.

Rocky Tribovich calls for other parties to join the ad hoc committee established by the School District and the Town in the event of catastrophic equipment failure.

Deb Knopf calls for consensus on the language proposed (see above).

No dissent.

Don Jeffords suggests following the process laid out in the Collaborative Agreement.

Adjourned at 7:00 PM.

Submitted by Patty Hobin
Clerk of the town of La Pointe

Approved as submitted 12/1/09
Patty Hobin, Clerk